

**AGREEMENT
BETWEEN**

**THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA
AND**

**THE MINISTRY OF ECONOMIC AFFAIRS OF
THE REPUBLIC OF ESTONIA**

**FOR SCIENTIFIC AND TECHNOLOGY COOPERATION
ON OIL SHALE RESEARCH AND UTILIZATION**

The Department of Energy of the United States of America and the Ministry of Economic Affairs of the Republic of Estonia (collectively hereinafter the “Parties”);

Desiring to collaborate on a mutually beneficial basis to advance the understanding of oil shale and its utilization;

Desiring to identify a commercially feasible process to produce high value products from both Estonian and United States shale oil;

Desiring to exchange technical information and expertise to improve efficiencies of existing operations for advanced oil production;

Recognizing that the Academy of Science of Estonia possesses expertise that can contribute significantly to the Parties’ cooperation in the area of oil shale research and utilization; and

Seeking through cooperative research and development to further the objectives of energy security, market development for oil shale products, environmental remediation, rehabilitation, and emission and discharge reductions from existing facilities,

Have agreed as follows:

**Article 1
Purpose**

The purpose of this Agreement is to establish a framework for mutually beneficial cooperation in the field of oil shale research and utilization, thereby advancing the common interests of the Parties and industries in their respective countries. The Parties contemplate that the Academy of Science of Estonia, acting on behalf of the Ministry of Economic Affairs of the Republic of Estonia, will participate in the cooperative activities under this Agreement.

Article 2

Areas of Cooperation

The areas of cooperation under this Agreement may include the following:

1. Scientific exchange between experts as a means of enhancing economic development of oil shale resources in both Parties' countries;
2. Identification and specification of prospective high value products;
3. Identification of commercially feasible processes to produce high value products from Kokersite shale oil and carry out related research and development;
4. Examination of scientific and technical means for improving the efficiency of oil production, mining technologies and waste disposal;
5. Development of processes and products that minimize adverse environmental impacts of oil shale production;
6. Development of processes for remediation of prior adverse environmental impacts of the by-products of oil shale production such as semi-coke, combustion ash, mine water and phenolic water; and
7. Additional areas of scientific collaboration as the Parties may agree to in writing.

Article 3

Forms of Cooperation

The forms of cooperation under this Agreement may include the following:

1. Establishment of working groups for planning and execution of joint studies and tasks;
2. Joint theoretical, experimental, developmental, demonstration, and project activities and the practical realization of joint projects by collaborative activities between technical personnel and research centers of the Parties' countries;
3. Conduct of working meetings, seminars and conferences;
4. Exchanges of instrumentation, equipment, and materials necessary for carrying out agreed-upon projects;
5. Exchanges of technical specialists;

6. Exchanges of appropriate technical information, documentation and research results; and
7. Other forms of cooperation as the Parties may agree to in writing.

Article 4 Project Annexes

1. Cooperative activities under this Agreement may be undertaken by the Parties or, as appropriate, laboratories or contractors of the Parties. Each such cooperative activity which may involve the sharing of costs or which may give rise to intellectual property shall be set forth in a Project Annex which shall be subject to the terms of this Agreement.
2. Each Project Annex shall include detailed provisions for conducting and managing the cooperation, and shall cover such matters as technical scope, work plan, staffing requirements, funding sources and budget, exchange of proprietary information, and any undertakings, obligations or conditions necessary to the proposed activity.

Article 5 Management

1. The Parties shall establish a Joint Coordinating Committee (JCC), consisting of an equal number of representatives from each Party, to coordinate and review cooperative activities under this Agreement. Decisions of the Joint Coordinating Committee shall be made on the basis of consensus.
2. The responsibilities of the JCC shall include:
 - a. Coordination and review of all aspects of this Agreement and taking such action as appropriate for its effective implementation; and
 - b. Overseeing the development of applicable Project Annexes under this Agreement, within the framework of jointly approved cooperative activities;

The JCC may develop, establish, review, and revise its operational procedures related to the organization and operation of the JCC and its activities consistent with the terms of this Agreement; and shall agree on its meeting schedule. Generally, the JCC shall meet once a year, alternately in the United States and Estonia, unless otherwise agreed.

Article 6
Transfer of Information and Equipment

An information or equipment transmitted by one Party to the other Party under this Agreement and any related Project Annexes shall be appropriate, accurate, and to the highest standards to the best knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the information or equipment transmitted for any particular use or application by the receiving Party or by any third party. Information or equipment developed jointly by the Parties shall be appropriate and accurate to the best knowledge and belief of both Parties. Neither Party warrants the accuracy of the jointly-developed information or the appropriateness of equipment, nor its suitability for any particular use or application by either Party or by any third party.

Article 7
Intellectual Property; Business-Confidential Information

1. Scientific and technological information (other than business-confidential information) resulting from cooperation under this Agreement shall be made available to the world scientific community, unless otherwise agreed by the Parties.
2. The protection and allocation of intellectual property, and the treatment of business-confidential information, shall be governed by the Annex to this Agreement, which constitutes an integral part of this Agreement.

Article 8
Exchanges of Equipment

Unless otherwise agreed in writing, the following provisions shall apply concerning exchanges of equipment pursuant to this Agreement:

1. When a Party provides equipment to be utilized in a joint activity, that Party shall supply, as soon as possible, a detailed list of the equipment to be provided, together with the relevant specifications and appropriate technical documentation related to the use, maintenance, and repair of the equipment.
2. Title to the equipment and necessary spare parts supplied by the sending Party for use in joint activities shall remain with the sending Party, and the property shall be returned to the sending Party upon completion of the activity, unless otherwise agreed.
3. The Party hosting an activity shall provide the necessary premises for the equipment utilities such as electric power, water and gas; and, where appropriate, shall provide materials to be tested, in accordance with the technical requirements, as mutually agreed.
4. The sending Party shall be responsible for expenses in the transport and insurance of equipment and materials to the ultimate destination in the other country.

Article 9
Exchanges of Personnel

Unless otherwise agreed in writing, the following provisions shall apply concerning exchanges of personnel under this Agreement:

1. Whenever an exchange of personnel is contemplated, each Party shall ensure the selection of personnel with skills and competence necessary to conduct the activities planned under this Agreement. Each such exchange shall be agreed in advance by an exchange of letters between the Parties referencing this Agreement.
2. Each Party shall be responsible for the salaries, insurance, and allowances to be paid to its staff or its contractors.
3. Each Party shall pay for the travel and living expenses of its staff or its contractors when staying at the establishment of the host Party unless otherwise agreed.
4. Each Party shall assist in arranging adequate accommodations for the other Party's staff or its contractors.
5. Each Party shall provide all necessary assistance to the staff of the other Party or its contractors regarding administrative issues.
6. The staff of each Party, and its contractors, shall conform to the general rules of work and safety regulations in force at the host establishment.

Article 10
Contracts

In the event a Party awards contracts for the acquisition of articles and services to implement this Agreement, such contracts shall be awarded in accordance with the laws and regulations of that Party.

Article 11
Final Provisions

1. Unless otherwise agreed in writing, all costs resulting from cooperation pursuant to this Agreement and any related Project Annexes shall be the responsibility of the Party incurring the costs.
2. A Party shall have responsibility to pay only those costs provided for in the budget of a project, as set forth in a Project Annex under Article 4 of this Agreement.
3. This Agreement shall enter into force on the date of signature by both Parties and shall remain in force for three (3) years.
4. This Agreement may be extended for additional three (3) year periods by written agreement of the Parties following joint review at the end of each three (3) year period. The Agreement may be amended by written agreement of the Parties.
5. This Agreement may be terminated upon three (3) months' written notice by either Party. Such termination shall be without prejudice to any rights and interests, which may have accrued under this Agreement to either Party up to the date of termination.

DONE at Tallinn, in duplicate, this 4th day of February.

FOR THE DEPARTMENT OF ENERGY
OF THE UNITED STATES OF AMERICA:



FOR THE MINISTRY OF ECONOMIC
AFFAIRS OF THE REPUBLIC OF
ESTONIA:



ANNEX

Intellectual Property Rights

Pursuant to Article 7 of this Agreement:

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Agreement and relevant Project Annexes. The Parties agree to notify one another in a timely fashion of any inventions or copyrighted works arising under this Agreement and to seek protection for such intellectual property in a timely fashion. Rights to such intellectual property shall be allocated as provided in this Annex.

I. Scope

- A. This Annex is applicable to all cooperative activities undertaken pursuant to this Agreement, except as otherwise specifically agreed by the Parties or their designees.
- B. For purposes of this Agreement “intellectual property” shall have the meaning found in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967.
- C. This Annex addresses the allocation of rights and interests between the Parties. Each Party shall ensure that the other Party can obtain the rights to intellectual property allocated in accordance with this Annex, by obtaining those rights from its own participants through contracts or other legal means, if necessary. This Annex does not otherwise alter or prejudice the allocation between a Party and its nationals, which shall be determined by that Party’s laws and practices.
- D. Disputes concerning intellectual property arising under this Agreement should be resolved through discussions between the concerned participating institutions, or, if necessary, the Parties or their designees. Upon mutual agreement of the Parties, a dispute shall be submitted to an arbitral tribunal for binding arbitration in accordance with the, applicable rules of international law. Unless the Parties or their designees agree otherwise in writing, the arbitration rules of UNCITRAL shall govern.
- E. Termination or expiration of this Agreement shall not affect rights or obligations under this Annex.

II. Allocation of Rights

- A. Each Party shall be entitled to a non-exclusive, irrevocable, royalty-free license in all countries to translate, reproduce, and publicly distribute scientific and technical journal articles, reports, and books directly arising from cooperation under this Agreement. All publicly distributed copies of a copyrighted work prepared under this provision shall indicate the names of the authors of the work unless an author explicitly declines to be named.

B. Rights to all forms of intellectual property, other than those rights described in Paragraph II. A above, shall be allocated as follows:

(1) Visiting researchers, for example, scientists visiting primarily in furtherance of their education shall receive intellectual property rights under the policies of the host institution. In addition, each visiting researcher named as an inventor or author shall be entitled to national treatment with regard to awards, bonuses, benefits, or any other rewards in accordance with the policies of the host institution.

(2) (a) For intellectual property created during joint research, for example, when the Parties, participating institutions, or participating personnel have agreed in advance on the scope of work, each Party shall be entitled to obtain all rights and interests in its own country. Rights and interests in third countries will be determined in Project Annexes. If research is not designated as “joint research” in the relevant Project Annexes, rights to intellectual property arising from the research will be allocated in accordance with Paragraph II. B. (1) above. In addition, each person named as an inventor or author shall be entitled to national treatment with regard to awards, bonuses, benefits, or any other rewards in accordance with the policies of the participating institutions

(b) Notwithstanding Paragraph II. B. (2) (a) above, if a type of intellectual property is available under the laws of one Party but not the other Party, the Party whose laws provide for this type of protection shall be entitled to all rights and interests worldwide. Persons named as inventors or authors of the property shall nonetheless be entitled to national treatment with regard to awards, bonuses, benefits, or any other rewards in accordance with the policies of the participating institution of the Party obtaining rights.

III. Business-Confidential Information

In the event that information identified in a timely fashion as business-confidential is furnished or created under this Agreement, each Party and its participants shall protect such information in accordance with applicable laws, regulations, and administrative practices. Information may be identified as “business-confidential” if a person having the information may derive an economic benefit from it or may obtain a competitive advantage over those who do not have it, the information is not generally known or publicly available from other sources, and the owner has not previously made the information available without imposing in a timely manner an obligation to keep it confidential.